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DECLARATION AND COVENANTS, CONDITIONS AND RESTRICTIONS ESTABLISHING THE SPENCE ENCLAVE TOWNHOMES A PLANNED UNIT DEVELOPMENT

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
ESTABLISHING SPENCE ENCLAVE TOWNHOMES

This Declaration of Covenants, Conditions and Restrictions, (the Declarations) made as of the 14th day of November, 2006 by Regent Land, LLC, a Tennessee Limited Liability Company, hereinafter referred to as "Declarant", for itself, its heirs, successors, grantees, beneficiaries and assigns.

W I T N E S S E T H:

1. SUBMISSION TO PLANNED UNIT DEVELOPMENT OWNERSHIP.

(a) The purpose of this Declaration is to submit the land hereinafter described in Exhibit A, and the improvements constructed thereon, to the planned unit development form of ownership and use, in the manner provided under the provisions of the Tennessee Code Annotated. Title 66, Chapter 27, Section 101, et seq., as amended, known as "The Horizontal Property Act".

(b) The name by which this planned unit development is to be identified is "Spence Enclave Townhomes", hereinafter called the "PUD" or Planned Unit Development.

(c) The mailing address of the planned unit development is P.O. Box 271, Antioch, Tennessee 37013.

(d) The land, which is hereby submitted to this horizontal property regime form of ownership, is fully described in Exhibit A hereto, which, by reference, is made a part hereof as fully as if copied herein. The improvements located on such land include, but are not limited to an initial phase one plan of fifty-one (51) lots, hereinafter referred to as the Lots, and improvements constructed on the Lots, hereinafter referred to as Units or Townhomes. It is anticipated that one additional phase will be developed at a later date. The drawings showing these Lots will be collectively referred to as the Plat or Plan.

(e) The description and identification of the Units are shown on the Plat of the Spence Enclave Townhomes, hereinafter referred to as the "Plat", which Plat is attached hereto as Exhibit A-2 and which is further incorporated by reference herein.

2. DEFINITIONS.

The terms used herein and in the By-Laws, which are attached hereto as Exhibit B, shall have the meanings stated in the Horizontal Property Act, as follows:

(a) Assessment means a share of the funds required for the payment of expenses and charges which from time to time may be assessed against each Unit owner with respect to each Unit.

(b) Association means Spence Enclave Townhome Owners Association, Inc., a Tennessee corporation, not for profit, being the entity responsible for the operation of the planned unit development and its successors. Copies of the By-Laws and Charter of the Association are attached hereto, and made a part hereof as Exhibit B and C, respectively.

(c) Board of Directors means the Board of Directors of the Spence Enclave Owners Association, Inc.

(d) Building means the permanent structure to be constructed on each Lot.

(e) Common Elements - all portions of the Land and all improvements located thereon except for the Lots, the Units and the Limited Common Elements as defined here and except or is specifically provided herein.

(f) Common Expenses means the following:
- (1) Expenses of administration of the Planned Unit Development;
- (2) Expenses of maintenance, operation, repair or replacement of the Common Elements and Limited Common Elements;
- (3) Expense of Utility Services:
- (4) Expenses declared Common Expenses by provisions of this Declaration or by the By-Laws; and
- (5) Any valid charge against the planned unit development as a whole.

(g) Declarant means Regent Land, LLC, its heirs, successors, beneficiaries and assigns, provided such successors and assigns are designated in writing by Declarant as a successor or assignee of the rights of Declarant set forth herein.

(h) Limited Common Elements means a portion of the Common Elements allocated by this Master Deed for the exclusive use of one or more but fewer than all the Units. They may also herein be refereed to as Private Elements

(i) Land means the improved real property described on Exhibit A to this Master Deed.

(j) Lot means one of 51 tracts or parcels of land shown on the Phase One Plat attached as Exhibit A-2 to this Declaration. The projected Phase Two Development is a portion of the Land described in Exhibit A. Areas planned for future development plans are also shown on Exhibit A-2.

(k) Members shall include all Lot owners of record.

(l) Lot Owner means the person or persons holding title in fee simple to a Unit

(m) PUD/Planned Unit Development means this Planned Unit Development which has been created pursuant to 66-27-101 et. seq.

(n) Utility Services shall include, but not be limited to, water, sewer, garbage collection, and electricity required to operate the lights and other elements deemed to be Common Elements by this Declaration, and other utility services provided the Planned Unit Development as a whole.

(o) Units describe the Building to be constructed on an individual Lot. Units may also be referred to herein as a Townhome or collectively as Townhomes.

3. OWNERSHIP OF COMMON ELEMENTS AND COMMON EXPENSE LIABILITY.

(a) Each Lot owner shall own a share in the Common Elements, and shall be liable for payment of the percentage of Common Expenses equal to the percentage of the undivided interest in the Common Elements appertaining to each Unit as set forth in Exhibit A-1 attached hereto and by reference incorporated herein; provided, however that the Common Expenses incurred with respect to a Limited Common Elements shall be paid by the owners of the Unit or Units to which such Limited Common Element was assigned at the time the expense was incurred as provided in Paragraph 6 of this Declaration.

(b) Any conveyance of an individual Lot shall be deemed to also convey the undivided interest of the Lot Owner in the Common Elements and Limited Common Elements appertaining to such Lot even if such conveyance does not specifically refer to such undivided interest.

4. MAINTENANCE AND ALTERATION OF LOTS.

(a) The maintenance and repair of the Lot shall be the responsibility and expense of the Lot Owner.

Private Elements

Section 1: Private Elements Hereby Subjected to this Declaration. The Declarant, for itself and its successors and assigns, does hereby covenant that the Private Elements described herein shall be as if included on the Plans, and such Private Elements are subjected to the Act and this Master Deed as Private Elements. The term Private Elements includes the Lot and the Building constructed thereon.

Section 2: Boundaries of Each Private Element. The boundaries of each Unit are shown and depicted on the Plat referenced above. However,

notwithstanding the depiction on the Plat of the boundaries of any Unit, each Unit shall have a private element which shall be described as follows:

(a) The centerline of any firewall separating any Townhome form an adjoining Townhome shall constitute a portion of the side boundary lines of the two Private Elements containing such Townhomes.

(b) The outer, exterior surface of the sidewall of any Townhome that does not separate such Townhome from an adjoining Townhome shall constitute a portion of the side boundary line of the Private Element containing such Townhomes.

(c) The portions of each of the side boundary lines of each Private Element which are described in paragraphs (a) and (b) hereof shall be extended in straight lines to that point which is located ten (10) feet from the outer, exterior surface of the rear wall of the Townhomes located on the Private Element. Such extensions of such side boundary lines shall constitute part of the side boundary lines of such Private Element.

(d) The rear boundary line of each Private Easement shall be a straight line which connects the two extended points which are identified in paragraph (c) hereof.

(e) The portions of each of the side boundary lines of each Private Element which are described in paragraphs (a) and (b) hereof shall be extended in straight lines to (a) the curb of the private street on which such Private Element is located, in the case of a Private Element which does not have a sidewalk located in front of it, and (b) the edge of the sidewalk, in the case of a Private Element which does have a sidewalk located in front of it. (The entirety of such sidewalk shall constitute part of the Common Area). Such extensions of such side boundary lines shall constitute part of the side boundary lines of such Private Element.

(f) In the case of a Private Element which does not have a sidewalk located in front of it, the edge of the curb of the private street on which such Private Element is located shall constitute the front boundary line of such Private

Element. In the case of a Private Element which does have a sidewalk located in front of it, the edge of the sidewalk shall constitute the front boundary line of such Private Element.

Section 3: All Private Elements Bear the Burdens and Enjoy the Benefits of this Declaration. Every person who is a record owner of a fee or undivided fee interest in any Private Element does, by acceptance of a deed or other conveyance thereto, and by acceptance of such ownership, and by taking record title to such Private Element, agree to all the terms and provisions of this Declaration. Every person who is a record owner of the Private Elements agree to all of the terms and provisions of this Declaration. Each of the Private Elements is subject to all the burdens, and enjoys all the benefits, made applicable hereunder.

Section 4: Easements Over the Private Elements. The Private Elements shall be subjected to, and the Declarant does hereby grant to the approximate grantees thereof, the following easements.

(a) Each Private Element shall be subject to all easements which are shown and Depicted on the Plat as affecting and burdening such Private Element.

(b) Each Private Element shall be subject to an easement for slope control purposes, including the right to grade and plan slopes and prevent the doing of any activity that might interfere with slopes or which might create erosion or sliding problems or which might change, obstruct or retard drainage flow; and

(c) Each Private Element, including the Townhomes located thereon, shall be subject to an easement for the entry by the authorized agents and representatives of the Association to go in such Townhomes and upon such Private Element under circumstances, and for the purposes described in this Declaration.

(d) It is the purpose of this Declaration to permit the Fire Department of the Metropolitan Government of Nashville and Davidson County, Tennessee, to have access to each of the single-family units in the Planned Unit Development from a paved access road.

5. MAINTENANCE AND ALTERATION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

(a) The maintenance, operation and repair or the Common Elements shall be the responsibility and the expense of the Association.

(b) The maintenance, operation and repair of the Limited Common Elements shall be the responsibility of the Association, and shall be a Common Expense initially paid for by the Association but assessed back against the Lot Owners as provided for in Paragraph 7 of this Master Deed, except as follows:

(c) There shall be no alteration or further improvement of the Common Elements without prior approval in writing by the Board of Directors. The shares of any cost of such alteration or improvement shall be assessed to the Lot Owners in accordance with their interest in the Common Elements There shall be no change in the shares and rights of a Lot Owner in the Common Elements which are altered or further improved.

(d) The Declarant shall not need the approval of any owner or any other party to make changes and/or alterations to the Common Elements or Limited Common Elements until such time as it has sold all one fifty-one (51) Lots in Phase One of the Planned Unit Development and all Units planned for Phase Two for future development as shown on Exhibits A and A-2 have been sold.

6. ASSESSMENTS.

(a) Assessments against Lot Owners for Common Expenses shall be made pursuant to the By-Laws and shall be allocated as set forth in Paragraph 3 of this Declaration. Any common expense associated with the maintenance, repair, or replacement of a Limited Common Element, however, shall be assessed in equal shares against the Lots to which that Limited Common Element was assigned at the time the expense was incurred, except as otherwise provided in Paragraph 5 of this Declaration.

(b) Assessments, and installments thereon, paid on or before fifteen days after the date when due shall not bear interest, but all sums not paid on or before fifteen days after the date when due shall bear interest at the rate of fifteen percent per annum or at such other rate of interest determined by the Association not to exceed the maximum rate allowed under applicable laws and shall be subject to a $25.00 late charge or such other late charge amount as may be adopted by the Association. All payments upon account shall be first applied to late charges, then interest and then to the assessment payment first due.

(c) The Association shall have a lien for unpaid assessments as provided by the Horizontal Property Regime Act and this Declaration. Such lien shall also secure reasonable attorney's fees and all costs of collection incurred by the Association incident to the collection of such assessment or

enforcement of such lien.

(d) In any foreclosure of a lien for assessments, the Lot Owner of the Lot subject to the lien shall be required to pay a reasonable rental for the Lot after foreclosure proceedings are commenced, and the Association shall be entitled to the appointment of a receiver to collect such rental.

(e) The Lot Owner and his/her grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance, but without prejudice to the rights of the grantees to recover from the grantor the amounts paid by the grantee for delinquent assessments. Such liability may not be avoided by a waiver of the use of any Common Element or by the abandonment of the Lot. The Association shall have the right to sue for and collect any such unpaid as assessments, to foreclose upon the lien securing the assessments or to institute any other competent proceeding. In any event, the Association shall be entitled to recover all delinquent payments, together with late charges, interest, and all costs of collection, including reasonable attorneys' fees.

(f) A purchaser of a Lot at a foreclosure sale upon a first deed of trust shall be liable only for assessments coming due after such sale and for the portion of due assessments prorated for the period after the date of such sale.

(g) In no event shall the Declarant pay, or be responsible for, the payment of assessments until the fifty-one (51) existing Lots in Phase One have been sold and title has been conveyed to purchasers by the Declarant for all Units in the planned Phase Two set aside for future development. However, the Declarant reserves the right to contribute to the Association such funds as may be required to maintain the Common Elements and Limited Common Elements, to the extent that the assessments paid by other Lot Owners are insufficient to pay the cost thereof.

7. POWER OF SALE TO ENFORCE ASSESSMENT LIEN.

(a) For and in consideration of the privileges, protections, mutual enjoyment and use of the Common Elements and the Limited Common Elements, the assumption of the obligations of Lot Owners set forth in this Declaration by Lot Owners, their successors and assigns, the receipt of which is hereby acknowledged, and to secure the payment of assessments for Common Expenses, and other assessments, assessed against a Lot Owner by the Association as provided in this Declaration, interest, late charges and attorney fees as provided herein, hereinafter collectively referred to as the Secured Charges," a lien is expressly retained in favor of the Association on each and every Lot Owner's Lot and prorate interest in the Common Elements.

(b) For the purpose of better and more effectively securing the Secured Charges, rendering unnecessary court proceedings for the enforcement of

said lien in the event of the nonpayment of the Secured Charges, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the Lot Owners, their heirs, successors, administrators, and assigns, hereby transfer and convey unto Robert J. Notestine III, of Davidson County, Tennessee hereinafter referred to as Trustee, his successors and assigns, their respective Lots with the appurtenances, estate, title and interest thereto belonging upon the uses and trusts set forth in this Paragraph 8.

(c) Trustee agrees (i) to pay the Secured Charges when due, as Provided in this Declaration (ii) to pay, discharge, or remove, any and all liens (except a first mortgage or deed of trust) which may be hereafter placed against their Lot and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; (iii) to keep their respective Lots in good repair and preservation; (iv) to comply with all of the terms and conditions of this Declaration and all rules and regulations of the Association; and (v) to pay upon demand of Trustee or the Association, all the costs and expenses, together with reasonable attorneys' fees, of any court appearance or other proceedings required by Trustee, his successors or the Association to enforce any provision of this Master Deed and By-Laws or any rule and regulation of the Association. If any Trustor fails to do any of these things, then Trustee or the Association may do any or all of these things, and the amounts so paid shall bear interest at the highest rate allowed under applicable laws in effect from time to time from the day of payment and shall become a part of the Secured Charges secured hereby. If a Trustor shall pay the Secured Charges when due, this trust conveyance shall be void but shall otherwise remain in full force or effect with respect to such Trustor's Lot. If the Secured Charges with respect to any Lot are not paid promptly when due, this trust conveyance shall remain in full force and effect, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee to sell said Lot at the front door of the Court House in said County to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead, dower and all exemptions of every kind, which are hereby expressly waived; and the said Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Association may bid at any sale under this trust conveyance. The Association may, at any time after default in the payment of any of the Secured Charges, enter and take possession of said property, and shall only account for the net rents actually received by it. It is further agreed that, in the event the Association fails, before instructing Trustee to sell said Lot, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

(1) First, to the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided, including reasonable attorneys' fees and expenses incurred for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien;

(2) Second, to the payment of all taxes which may be unpaid with respect to such Lot;

(3) Third, to the payment of all unpaid Secured Charges with respect to such Lot;

(4) Fourth, the residue, if any, will be paid to the Lot Owner of such Lot, his order, representatives or assigns;

(e) In the case of the death, absence, inability, or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required or for any other reason, the Association is hereby authorized and empowered to name and appoint a successor to the Trustee by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to the above named Trustee shall be vested in said successor.

8. EASEMENTS.

Easements are hereby granted as follows:

(a) The following easements are granted to the Association for the following purposes:

(1) Easements through or over the Lots and any Limited Common Element allocated to any Lot for the purpose of maintaining or repairing any portion of the Common Elements, Limited Common Elements or any Lot. All incidental damage caused to a Lot by such maintenance or repair work shall be promptly repaired at the expense of the Association;

(2) Easements for encroachments of any portion of the Common Elements upon the boundary of any Lot whether caused by the settlement of the Building or by minor inaccuracies in the Plat of the Planned Unit Development as set forth in Exhibit A-2, or rebuilding of any part of the building, whether such encroachments now exist or hereafter may exist. All such easements shall continue until such encroachments shall cease to exist.

(b) As an appurtenance to each Lot, easements are granted to the Lot Owners for encroachments by any portion of the boundaries of each Lot upon the Common Elements, whether caused by he settlement of the Building or by minor inaccuracies in the Plat of the Planned Unit Development as set forth in Exhibit A-2, or rebuilding of any part of the Building, whether such encroachments now exist or hereafter may exist. All such easements shall continue until such encroachments shall cease to exist.

(c) Easements are reserved to Declarant, its agents and invitees to the extent necessary, as determined by Declarant, to enable Declarant to carry on any sale or leasing activity, as more specifically provided for in Paragraph 16 of this Declaration. Furthermore, the Declarant reserves unto itself, its successors and assigns, a perpetual ingress and egress easement across all of the common areas of the Planned Unit Development. Nothing herein shall be construed to deny the Declarant the right to use this reserved easement to access neighboring properties.

9. ASSOCIATION.

The operation of the Planned Unit Development shall be conducted by the Spence Enclave Townhome Owner's Association, Inc., herein called the Association, a corporation, not for profit, under the laws of Tennessee, which shall be organized and shall fulfill its functions pursuant to the following provisions:

(a) A representative or representatives of the Declarant shall serve as the sole member of the Board of Directors of the Association until such time as all fifty-one (51) existing Lots in Phase One in the Planned Unit Development are sold and all lots planned for future development by the Declarant in the planned Phase Two have been sold.

(b) After all Lots have been sold by the Declarant as provided herein, the Board Members of the Association shall be elected by the Lot Owners, and the Declarant shall resign its membership in the Association and on the Board of the Association.

(c) The By-Laws of the Association shall be in the form attached as Exhibit "B" to this Master Deed.

(d) The Association shall be incorporated under a Charter in the form attached as Exhibit "C."

(e) The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to a Lot.

(f) Whenever the decision of a Lot Owner is required under any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the Lot Owners or by his or her duly authorized and appointed proxy who would cast the vote of such Lot Owner if in an Association meeting, unless the joinder of the record owners of the Lot is

specifically required by this Declaration.

(g) The Lot owners shall be Members of the Association but shall not exercise voting rights until the Declarant has conveyed title to all Units in Phases One and Two to third party owners.

10. INSURANCE.

(a) The Association shall maintain the following insurance coverage:

(1) Multi-peril, all risk type, fire and extended coverage insurance covering the entire Planned Unit Development. The multi-peril, all risk type policy purchased by the Association shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any co-insurance percentage stipulated in the policy. The face amount of such policy or policies shall not be less than one hundred percent (100%) of the insurable value (based upon replacement cost) of the property required to be covered by this paragraph. Such policy shall contain an agreed value endorsement. Such insurance coverage's may exclude foundation and excavation costs, but shall afford protection against loss or damage as is commonly covered by a multi-peril all risk type policy with fire and extended coverage endorsement, and such other risks as are customarily covered with respect to buildings similar to the Building.

(2) Public liability insurance shall be secured in such amounts, and with such coverage, as shall be determined by the Board of Directors of the Association but such policy or policies shall be in an amount not less than One Million Dollars ($1,000,000) per occurrence, including, but not limited to, hired automobile and non-owned automobile.

(3) Workman's compensation as required by law

(4) Directors and officers liability insurance in an amount determined by the Board of Directors, but not less than $250,000 per occurrence and

(5) Such other insurance as the Association shall determine from time to time to be desirable and in the best interest of Lot Owners:

(b) Any change which has the effect of decreasing the type or amount of insurance required under the terms of this Declaration, or which lowers the rating required of an insurance carrier, shall require prior approval in writing of seventy-five percent (75%) of the votes of the Association.

(c) All policies of insurance shall show the named insured, in form and substance, similar to the following:

"Spence Enclave Townhome Owner's Association, Inc., for use and benefit of the individual Lot Owners." Such policies must provide for at least ten (10) days notice to the Association prior to the cancellation or substantial modification of the insurance coverage.

(d) All hazard insurance policies shall be written by a hazard insurance carrier which has a financial rating by Best's Insurance Reports of B-V1 or better.

(e) Premiums upon insurance policies purchased by the Association shall be paid by the Association and the costs thereof included in the Common Expenses.

11. USE RESTRICTIONS.

The use of the Planned Unit Development shall be in accordance with the following provisions:

(a) Each of the Lots shall be occupied only by a family, individuals, or guests as a residence, and for no other purpose. No Lots may be rented on a daily or weekly basis.

(b) No Lot may be divided or subdivided into a smaller Lot, nor any portion thereof sold or otherwise transferred.

(c) The Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Lots.

(d) No use or practice shall be permitted in the Lots which is the source of annoyance to residents, or which interferes with the peaceful possession and proper use of the Planned Unit Development by its residents. All parts of the Planned Unit Development shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, nor any fire hazard allowed to exist. No Lot Owner shall permit any use of his Lot, or of the Common Elements, which will increase the rate of insurance upon the Planned Unit Development. No immoral, improper, offensive, or unlawful use shall be made of the Planned Unit Development or any part thereof. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification, or repair of the Planned Lot Development shall be the responsibility of the person or entity responsible for the maintenance and repair of the property concerned.

(e) Dogs over 75 pounds in weight are prohibited either as residents in or as guests to the Planned Unit Development and any Unit or Lot contained therein. Included in the definition of prohibited dogs are certain breeds including Pit Bulls, Rotweillers, and Doberman Pinschers even if they weigh less than 75 pounds.

(f) Parking of motor vehicles shall occur only in designated areas and there shall be no parking in the roadways within the Planed Unit Development.

(g) Reasonable rules and regulations concerning the use of the Planned Unit Development property may be made and amended from time to time by the Board of Directors in the manner provided by its Charter and By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all Lot Owners and residents of the Planned Unit Development upon request.

(h) Costs incurred by the Declarant or his heirs and assigned in enforcing these restrictions shall be reimbursed by the Lot Owners and/or Unit residents who violate these restrictions. The Declarant and the Association shall have the right to file liens against Units owned by the persons violating these restrictions to assist in the recovery of these costs.

12. DECLARANT'S LOTS, UNITS AND PRIVILEGES.

(a) Declarant is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease, or rent lots to any person approved by it. Declarant shall have the right to transact, on the Planned Unit Development property, any business deemed necessary by Declarant to consummate the sale, lease, or resale of Lots, including, but not limited to, the right to post signs, to use the Common Elements and to show Lot. Signs and all items pertaining to sales shall not be considered Common Elements and shall remain the property of Declarant.

(b) As long as any Lot belonging to Declarant remains unsold, neither the Lot Owners, nor the Association, nor the use of the Planned Unit Development property, shall interfere with the sale of any Lot owned by the Declarant. The Declarant shall own such Lot under the same terms and conditions as other Lot Owners, save for the right to sell, rent or lease as contained in this paragraph, including the privilege to vote and the duty to pay assessments on the Lot so held.

(c) The Declarant may waive in writing any power, duty, or office it may have pursuant to the Declaration.

13. PROFESSIONAL MANAGEMENT.

The Association may enter into a contract for the management of the Planned Unit Development with a professional property management company approved by the Board of Directors. The management contract shall be for an initial term of one (1) year and may be canceled by either party upon ninety (90) days written notice. A decision to establish self

management by the Association shall require the prior written consent of sixty-seven percent (67%) of the votes of the Association.

14. NOTICE OF MORTGAGE LIEN OR SUIT.

(a) A Lot Owner shall give notice to the Association of every lien upon his Lot other than for taxes and special assessments, within ten (10) days after the attaching of the lien.

(b) Notice shall be given to the Association of every suit or other proceeding which may affect the title to a Lot within five (5) days after the Lot Owner receives knowledge thereof.

(c) Failure to comply with this Paragraph 15 will not affect the validity of any mortgage instrument or the enforcement thereof at any public or judicial sale.

15. COMPLIANCE DEFAULT AND REMEDIES.

Each Lot Owner shall be governed by, and shall comply with, the terms of this Declaration, the Charter, By-Laws, and Rules and Regulations adopted pursuant thereto, as any of the same may be amended from time to time. In addition to the remedies provided by the Horizontal Property Act, a default by a Lot Owner shall entitle the Association, acting through the Board of Directors or through the Managing Agent, to the following relief:

(a) Additional Liability. A Lot Owner shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his act, neglect, or carelessness, or by that of any member of his family, or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of a Lot, or its appurtenances.

(b) Costs and Attorney's Fees. In any proceeding arising because of an alleged default by a Lot Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

(c) No waiver of Rights. Failure of the Association or any Lot Owner to enforce any covenant, restriction or other provision of the Horizontal Property Act, this Declaration, the Charter, the By-laws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter. All rights, remedies and privileges granted to the Association or any Lot Owner pursuant to the terms of the Horizontal Property Act, this Declaration, the By-laws or Rules and Regulations of the Association shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising such other privileges as may be granted to such party by the Horizontal Property Act, the instruments above named, or at law or equity.

(d) Abating and Enjoining Violations. The violation of any provisions of the Declaration and the Bylaws, or any restriction, condition or regulation adopted by the Board of Directors, or the breach of any covenant or provision herein contained, shall give the Board of Directors or its Managing Agent the right, in addition to any other rights provided for in this Declaration:

(1) To enter (either peaceably or forcible) without liability to such Lot Owner for such entry) upon the Lot, or any portion of the Lot upon which or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the defaulting Lot Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board of Directors, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; or

(2) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach or

(3) to take possession (either peaceably or forcibly without liability to such Lot Owner for such entry) of such Lot Owner's interest in the Land and to maintain an action for possession of such Lot in the manner provided by law.

(e) Legal Proceedings, Any violation of the provisions of the Horizontal Property Act, this Declaration, the By-laws, or the Rules and Regulations adopted pursuant thereto, shall be grounds for relief including, but not limited to, an action for money damages, injunctive relief, specific performance, foreclosure of the lien for payment of all assessments, or sale of the Lot pursuant to subparagraph (f) hereof. All expenses of the Association incurred in connection with any such actions or proceedings, including court costs, attorney's fees, all damages and interest thereon at the highest rate allowed by applicable law, shall be assessed against such defaulting Lot Owner and shall be deemed part of his respective share of

the Common Expenses. The Association shall have a lien for all of the same upon the Lot and its appurtenant interest in the Common Elements, upon all of the Lot Owner's additions and improvements thereto and upon all of his personal property in his Lot or located elsewhere on the land. Such lien shall be subordinate to the lien of a recorded first mortgage or deed of trust on the Lot. In the event of any such default by a Lot Owner, the Board of Directors and the Managing Agent, if so authorized by the Board of Directors, shall have the authority to correct such default, and to do whatever may be necessary for such purpose. All expenses incurred in connection therewith shall be charged to and assessed against such defaulting Lot Owner.

(f) Judicial Sale. If any violation by a Lot Owner (or other occupant of a Lot) continues or occurs repeatedly during any ten (10) day period after notice of such violation from the Board of Directors, the Board of Directors shall have the power to terminate such Lot Owner's rights as a Lot Owner. The Board of Directors shall issue a written notice to such defaulting Lot Owner terminating his right to continue to occupy, use or control his Lot. Thereafter, the Board of Directors shall file an action seeking a decree terminating such Lot Owner's right to occupy, use or control his Lot, and ordering that all right, title and interest of such defaulting Lot Owner in his Lot and in the Common Elements be sold at a judicial sale. The judicial sale shall be held upon such notice and terms as the Court shall determine, except that the court shall enjoin the defaulting Lot Owner from reacquiring his interest at the sale. Such judicial sale shall be subject to the lien of any existing deed of trust or mortgage. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorney's fees and all other expenses of the proceeding and sale, and all such items shall be taxed against said defaulting Lot Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder, or any liens, shall be paid to said defaulting Lot Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Lot and the Lot Owner's corresponding percentage of ownership in the Common Elements, and to immediate possession of the Lot sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession. It shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in such Lot and the Common Elements subject to this Declaration. Nothing in this subparagraph (f) shall be construed to limit or abrogate any other right of the Association in the event of a default or violation by a Lot Owner as is otherwise provided herein. Nor shall the Association be obligated to pursue this remedy of judicial foreclosure.

(g) Sale for Non-payment of Assessments. Notwithstanding any term or provision of this Paragraph 18, the Association shall obtain the written consent of a majority of the votes of the Board of Directors prior to the Association's exercise of any of the remedies provided in this Paragraph 18 to terminate the rights of any Lot Owner to occupy, use or control the Lot owned by him, except that in the case of the sale of a Lot for non-payment of assessments no such consent shall be required.

16. LEASE AND TRANSFER OF A LOT: NOTICE TO ASSOCIATION.

(a) Notice of Transfer or lease of Lot. Whenever a Lot Owner shall sell, lease, give or otherwise transfer his Lot, or any interest therein, such Lot Owner shall give the Association written notice within thirty (30) days (before or after closing) of the transfer, which notice shall briefly describe the transfer and shall state the name and address of the transferee or lessee. Also, the Lot Owner must provide the Association with a copy of the fully executed lease entered into with the Lessee of said Lot.

(b) Miscellaneous.

(1) All notices referred to or required under this Paragraph 20 shall be given in writing to the management company.

(2) The Board may adopt rules and regulations, from time to time, not inconsistent with the provisions of this Paragraph 20, for the purpose of implementing and effectuating said provisions.

(3) If any transfer or lease of a Lot is made or attempted without complying with the provisions of this Paragraph 20, such transfer or lease shall be subject to each and all of the rights and options of, and remedies and actions available to, the Association hereunder and otherwise.

17. ASSOCIATION'S RIGHT TO PURCHASE AT A FORECLOSURE SALE.

(a) The Board shall have the power and authority to purchase, on behalf of the Association, any Lot, or interest therein, at a sale pursuant to this Declaration, a mortgage foreclosure, a foreclosure of the lien for Common Expenses under the Horizontal Property Act, or an order or direction of a court, or at any other involuntary sale, upon the consent or approval of Lot Owners owning not less than seventy-five percent (75%) of the total ownership of the Common Elements.

(b) The Board of Directors shall have authority to make special assessments proportionately among the respective Lot Owners, and such other financing arrangements as the Board of Directors may deem desirable, in order to close and consummate the purchase of a Lot, by the Association. However, no such financing arrangement may be secured by an encumbrance on any interest in property other than the Lot to be purchased and such Lot's appurtenant interest in the Common Elements

(c) The Association shall hold or lease any Lot, pursuant to the terms hereof, in the name of the Association, or a nominee thereof delegated by the Board of Directors, for the benefit of all Lot Owners. The Board of Directors shall have authority at any time to sell, lease or sublease said Lot on behalf of the Association upon such terms as the Board shall deem desirable, but in no event shall a Lot be sold for less than the amount paid by the Association to purchase the Lot unless Lot Owners owning not less than seventy-five percent (75%) of the Common Elements first authorize the sale for such lesser amount.

18. AMENDMENTS

This Declaration may be amended in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Association at which a proposed amendment is considered.

(b) A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the Members of the Association. Directors and Members not present in person or by proxy at the meetings in which the amendment is considered may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Such approval must be by sixty seven percent (67%) of the eligible votes of the Association. However, except as is otherwise provided in this section, or the Declarant may amend this Declaration, at its sole discretion, until it has conveyed the fifty-one (51) Lots in Phase One and all Lots planned by the Declarant for sale in the area set aside for future development have been sold.

(c) Any amendment which would prohibit the leasing of Lots shall require the approval of sixth-seven percent (67%) of the votes of the eligible membership of the Association.

(d) The power of the Declarant to amend the Declaration and Bylaws may be used to correct clerical errors and make other clarifications and to adjust boundary lines where necessary for clarification or to reflect accurate surveys. Notwithstanding this provision, the Declarant may amend the Declaration and Bylaws in any manner he decides, at its sole discretion as provided herein. Amendment shall be accomplished by filing an amendment of record in the Register's Office of Davidson County Tennessee.

(e) The vote of the Members of the Association shall be necessary to approve a proposed amendment, except as is otherwise set forth in this Declaration by a positive vote of 67% of the Members, unless a higher percentage vote is required elsewhere in this Declaration, to approve any amendment which would materially effect or change:

(i) the voting rights of Lot Owners;
(ii) the method of assessment of common expenses or the priority of the lien of the Association for unpaid assessments:
(iii) the requirement of a reserve fund for the repair or replacement of the Common Elements;
(iv) the allocation of responsibility for maintenance or repair of the Common Elements or Lots;
(v) the percentage ownership interest in the Common Elements allocated to each Lot, or the rights of Lot Owners to use the Common Elements;
(vi) the boundaries of a Lot;
(vii) or which would convert a Lot, or portion of a Lot, to Common Elements, or vice versa;
(viii) or which would add additional property to the Planned Unit Development, or withdraw a portion of existing property from the Planned Lot Development;
(ix) the right of a Lot owner to lease, sell or transfer a Lot;
(x) the method of determining when the Planned Unit Development will be reconstructed or repaired in the event of partial destruction, as set forth in this Declaration;
(xi) any provision of this Declaration which expressly benefits any mortgagee, insurer or guarantor.

(f) No amendment shall discriminate against any Lot Owner, or against any Lot or class or group of Lots, unless the Lot Owners so affected shall consent. No amendment shall change any Lot, nor the share of the Common Elements appurtenant to it, nor increase the Lot Owner's share of the Common Expenses, unless such Lot Owner and all record owners of liens thereon, shall join in the execution of the amendment.

(g) A copy of each amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be effective when recorded in the Register's Office of Davidson County, Tennessee.

19. TERMINATION.

The Planned Lot Development may be terminated as follows:

(a) In the event it is determined under Paragraph 10 that the damaged property shall not be reconstructed because of substantial loss in accordance with T.C.A. 66-27-118 as amended, the Planned Unit Development shall be terminated.

(b) The Planned Unit Development may be terminated at any time after obtaining the prior approval in writing of all Lot Owners, and by all record owners of liens thereon in accordance with T.C.A. 66-27-109.

(c) The termination of the Planned Unit Development shall be evidenced by a deed in compliance with T.C.A. 66-27-109, certifying the facts effecting the termination, which deed shall become effective upon being recorded in the Register's Office of Davidson County, Tennessee.

(d) Any distribution of funds resulting from the termination of the Planned Unit Development shall be distributed through the Insurance Trustee to the Lot Owners according to their ownership interest in the Common Elements, as set forth in paragraph 3 of the Master Deed. In the event a mortgagee endorsement has been issued as to a Lot, the share of the Lot Owner shall be paid to the Lot Owner and the mortgagee, as their interests may appear.

20. NON- LIABILITY OF THE DECLARANT, DIRECTORS AND OFFICERS OF THE ASSOCIATION.

The directors and officers of the Association shall not be personally liable to the Lot Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Declarant, director or officer, except for any acts or omissions found by a Court to constitute gross negligence or fraud. The Lot Owners shall indemnify and hold harmless each of the directors, officers, or Declarant, and their respective heirs, executors, administrators, successors and assigns, in accordance with the provisions of Paragraph 8 of the By-Laws.

21. SERVICE CONTRACTS.

Declarant shall assign and the Association shall assume certain service contracts designated by Declarant dealing with the maintenance and operation of the Planned Unit Development. These contracts may include, but not be limited to, bookkeeping service, lawn care, pool maintenance and garbage disposal.

22. SEVERABILITY.

The invalidity in whole or in part of any covenant or restriction, or any paragraph, subparagraph, sentence, clause, phrase, or word, or other provision of this Declaration and the Charter, By-Laws, and Regulations or the Association shall not affect the validity of the remaining portions thereof.

DECLARANT
REGENT LAND, LLC

By: _____
David Taylor, Chief Manager

STATE OF TENNESSEE}
COUNTY OF DAVIDSON}

Before me, Robert John Notestine of the state and county mentioned, personally appeared David Taylor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be Chief Manager of the Regent Land, LLC and as such Chief Manager acknowledged that he is authorized to execute the foregoing instrument on behalf of the Regent Land, LLC the within named bargainor, a limited liability company, and that he as such chief manager, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Chief Manager.

Witness my hand and seal, at office in Nashville TN this 14th day of November, 2006.

Notary Public

ROBERT JOHN NOTESTINE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: MY COMMISSION EXPIRES: September 19, 2009

Exhibit A

LAND in Davidson County, Tennessee, being more described as follows:

Beginning at an iron rod situated in the southerly margin of Lebanon Pike, said point also being the northeast corner of the Lebanon Road Shell, LLC of record as Instrument No. 20050106-0002099, R.O.D.C., TN.

Thence, along said road N 81° 35' 16" E, a distance of 203.34 feet to an iron rod;

Thence, along said road, along a curve to the right, having a central angle of 20° 55' 53", a radius of 929.29 feet, a tangent of 171.66 feet, a length of 339.49 feet and having a chord which bears S 87° 56' 48" E, a distance of 337.61 feet to an iron rod;

Thence, along said road, S 77° 28' 52" E, a distance of 233.01 feet to a concrete monument;

Thence, leaving said road, S 13° 26' 42" W, a distance of 226.00 feet to an iron rod;

Thence, S 10° 28' 18" E, a distance of 174.00 feet to an iron rod;

Thence, S 08° 58' 18" E, a distance of 300.00 feet to an iron rod;

Thence, S 09° 58' 18" E, a distance of 265.00 feet to an iron rod;

Thence, N 82° 32' 20" W, a distance of 632.00 feet to an iron rod;

Thence, N 06° 21' 56" E, a distance of 475.00 feet to an iron rod;

Thence, N 81° 59' 41" W, a distance of 440.76 feet to an iron rod situated in the easterly margin of Spence Lane;

Thence, along said road, N 07° 47' 07" E, a distance of 201.50 feet to an iron rod;

Thence, leaving said road, N 81° 31' 11" E, a distance of 130.89 feet to an iron rod;

Thence, N 06° 11' 59" E, a distance of 147.49 feet to the point of beginning and containing 642,231.417 square feet or 14.744 acres of land.

Being part of the same property conveyed to J. E. Peek and wife, Jennie B. Peek by deed's of record in Book 669, page 68, Book 898, page 157, Book 769, page 118 and Book 739, page 143, Register's Office for Davidson County, Tennessee, the interest of J. E. Peek having been vested in Jennie Brent Peek, as to a portion and Jennie Brent Peek, a life estate with the remainder to Martha Peek, James Peek, Robert Peek and Thomas Peek, as to the remaining portion by decree filed with the Chancery Court at Nashville, Part II, Rule No. 53516. Also being part of the same property conveyed to Mrs. Jennie B. Peek by deed of record in Book 1450, page 283, said Register's Office, the said Jennie B. Peek having since died. The Will of Jennie B. Peek filed with the Davidson County Probate Court Clerk's Office in Probate No. 02P-858 devised the subject property to Martha Peek Lawrence, Robert Brent Peek, Thomas A. Peek and James E. Peek.

NOTE: This is not the usual place of residence for the Grantor.

Being the same property conveyed to Regent Land, LLC by Warranty Deed from Thomas Peek, Co-Executor of record in Instrument 20051103-0133519, Register's Office for Davidson County, Tennessee.

EXHIBIT A-1
PERCENTAGE OF EACH LOTS UNDIVIDED OWNERSHIP
INTEREST IN COMMON ELEMENTS

LOT NUMBER	PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS
1	1.96%
2	1.96%
3	1.96%
4	1.96%
5	1.96%
6	1.96%
7	1.96%
8	1.96%
9	1.96%
10	1.96%
11	1.96%
12	1.96%
13	1.96%
14	1.96%
15	1.96%
16	1.96%
17	1.96%
18	1.96%
19	1.96%
20	1.96%
21	1.96%
22	1.96%
23	1.96%
24	1.96%
25	1.96%
26	1.96%
27	1.96%
28	1.96%
29	1.96%
30	1.96%
31	1.96%
32	1.96%
33	1.96%

34	1.96%
35	1.96%
51	1.96%
37	1.96%
38	1.96%
39	1.96%
40	1.96%
41	1.96%
42	1.96%
43	1.96%
44	1.96%
45	1.96%
46	1.96%
47	1.96%
48	1.96%
49	1.96%
50	1.96%
51	1.96%
TOTAL	100%

Note: These percentage interests may be adjusted by the Declarant, at its sole discretion, in the event the planned Phase Two is developed. In the event of the development of Phase Two, the interest of the original fifty-one owners as shown above will be reduced accordingly by the Declarant to .95% and the Phase Two Lot Owners will each receive a .95% interest IN THE Common Elements.. The ownership interest of each Lot Owner in the Common Elements shall not exceed his or her proportionate interest as calculated by dividing 100% by the number of completed Units.

SPENCE ENCLAVE TOWNHOMES

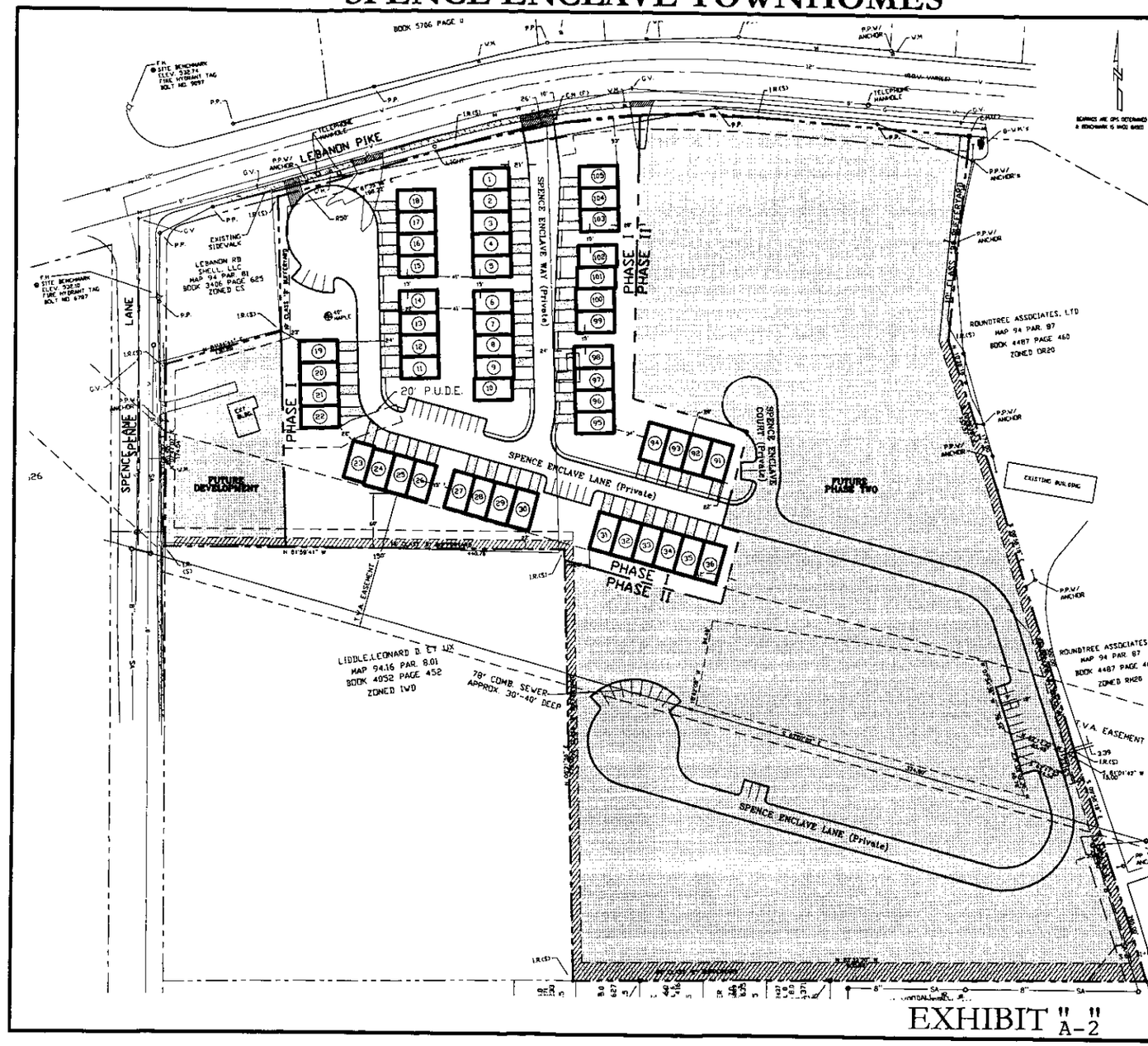


EXHIBIT "A-2"

REVISIONS:
REV: October 30, 2006

DATE: Oct 25, 2006

SPENCE ENCLAVE TOWNHOMES, PHASE ONE
BEING PARCEL 84 ON TAX MAP 94
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

Dale & Associates
Consulting Civil Engineering
Land Planning & Zoning
Landscape Architecture
Surveying

516 Heather Place
Nashville, Tennessee 37204
(615) 297-5166

PROJECT # 05039
SHEET NUMBER:
C1.0
2 OF 14

EXHIBIT B TO DECLARATION OF THE
THE SPENCE ENCLAVE TOWNHOMES

II BY-LAWS OF THE Spence Enclave Townhome Owner's Association, Inc.

1. Identity
   a. Incorporation
   b. Purpose

2. Members

3. Meetings of Members
   a. First Annual Meeting
   b. Special Meetings
   c. Notice of All Member's Meetings
   d. Aggregate 51 Votes-Votes Allocated by One Vote to each Lot According to Respective Percentage of Ownership Interest in Common Elements
   e. Voting
   f. Proxies
   g. Lot Owner Delinquent in Assessments not Entitled to Vote
   h. Majority Vote Required for Adoption of Decisions, Exceptions
   i. Order of Business

4. Directors
   a. Appointment of Initial Board of Directors; Advisory Board; Compensation
   b. Election of Board of Directors, Number, Term of Office
   c. Vacancies in Board of Directors
   d. Removal of Director
   e. Filling Vacancies

5. Directors' Meetings
   a. Organizational Meeting
   b. Regular Meetings
   c. Special Meetings
   d. Waiver of Notice of Meeting
   e. Quorum at Directors' Meeting
   f. Presiding Officer
   g. Order of Business
   h. Adoption of Resolution
   i. Minutes and Records

6. Powers and Duties of the Board of Directors

a. General
    1. Election and Removal of Officers of the Association
    2. Administration of Affairs of Association and Planned Unit Development Property
    3. Engage Services of Managing Agent
    4. Formulate Policies
    5. Adopt and Amend Rules and Regulations Affecting Association Property and Common Elements
    6. Provide for Repair and Maintenance of Common Elements, Approve Payment Vouchers
    7. Oversee and Delegate Hiring and Removal of Employees and Other Relevant Personnel
    8. Appoint and Delegate Authority to Committees
    9. Determine and Revise Fiscal Year
    10. Prepare Estimated Annual Budget, Supervise Assessments and Collections
    11. Enter Lease Agreements for Guest or Custodial Lots
    12. Borrow Money for Repair and Restoration of Common Elements
    13. Secure Insurance Policies Review Coverage
    14 Maintain or Defend Any Court Action
    15 Comply with Majority of Lot Owners
    16. Exercise Other Powers and Duties of Lot Owners
    17. Grant Permits, Licenses and Easements for Utilities
    18. Hire Consultant to Review Real Property Tax Assessments
b. Board of Directors Act for the Association
c. Powers or Duties Delegated to the Lot Owners By Law Which Cannot Be Granted to the Board of Directors, Association or Officers

7. Officers
    a. Executive Officers
    b. Powers and Duties of President
    c. Powers and Duties of Vice President
    d. Duties of Secretary
    e. Duties of Treasurer

8. Indemnification
    a. Directors and Officers, Committee Members, Board of Directors and Declarant
    b. Extent of Indemnification
    c. Payment of Legal Expenses
    d. Power to Raise Funds Re: Indemnification

9. Assessments
    a Date of Assessment

b. Acceleration of Assessment Upon Default
c. Supplemental Assessments
d. Deposits and Withdrawals of Association Monies
e. Annual Audit of Accounts
f. Fidelity Bonds Required by Board of Directors
g. Reports of Receipts and Disbursements Affecting Common Elements
h. Statement of Account

10. Rules and Regulations

11. Amendments
a. Notice of Proposed Amendment
b. Presentation of Proposed Amendment
c. Restrictions on Amendments
d. Certification of Amendments

12. Parliamentary Rules

13. Definition of Terms

14. Compliance with Statute

BY-LAWS FOR THE SPENCE ENCLAVE TOWNHOME OWNERS, ASSOCIATION INC.

1. Identity.

(a) These are the By-Laws of Spence Enclave Townhomes, herein called the "Planned Unit Development, and Spence Enclave Townhome Owners Association, Inc. herein called the "Association", a corporation not for profit, incorporated under the laws of the State of Tennessee, the Charter of which was filed in the Office of the Register of Davidson County, Tennessee.

(b) The Association has been organized for the purpose of administering the Planned Unit Development established by a Declaration recorded simultaneously, Register's Office of Davidson County, Tennessee, herein called the "Declaration," pursuant to Title 66, Chapter 27 Section 101 et seq., as amended, Tennessee Code Annotated, herein called the "Horizontal Property Regime Act", which Planned Unit Development is identified by the name of Spence Enclave Townhomes and is located on Lebanon Road in Nashville, Tennessee.

2. Members.

The Lot Owners, including the Declarant shall be the initial members of the Association. After all fifty-one (51) Lots and all planned Lots in a future phase two (54 Lots) are sold, the Declarant shall resign as member and the members of this Association shall become the remaining Members in the Spence Enclave Townhomes. Until such time as all Units are sold, the Lot Owners shall be non-voting members of the Association.

3. Meetings Of Members.

(a) The Members of the Association shall have an annual meeting. The annual meeting of Members shall be held on a date as scheduled by the Board of Directors.

(b) Special meetings of members shall be held called by the President, Vice-President, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from Members entitled to cast not less than one-third (1/3) of the votes of the entire membership.

(c) Notice of all Members' meetings, stating the time and place, and the objects for which the meeting is called, shall be given by the President, Vice-President or Secretary, unless waived in writing.

(d) The aggregate number of votes for all Lot owners shall be fifty-one (51) and one (1) vote shall be allocated to each Lot, except as is otherwise provided herein. The Declarant will have one (1) vote for each Lot it owns. The aggregate number of votes may be increased and adjusted by the Declarant in the event its Phase Two and Phase Three are developed.

(e) If a Lot is owned by one (1) person, his or her right to vote shall be

established by the record title to his Lot. If a Lot is owned by more than one (1) person, or is under lease, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record owners of the Lot and filed with the Secretary of the Association. If a Lot is owned by a corporation, the person entitled to cast the vote for the Lot shall be designated by a certificate of appointment signed by the President or Vice-President, of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked, or until superseded by a subsequent certificate, or until a change in the ownership of the Lot concerned. A certificate designating the person entitled to cast the vote of a Lot may be revoked by any Lot Owner at any time. If no certificate is presented to the Secretary and a Lot is owned by two (2) or more individuals, any record owner present at, a meeting of the Association may cast the vote of the Lot. If more than one (1) record owner of a Lot is present at a meeting, only one such owner may cast the vote of the Lot. If the record owners of a Lot cannot unanimously agree as to who may cast the vote of the Lot, the vote of the Lot shall not be counted.

(f) Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and must be filed with the Secretary before the appointed time of the meeting.

(g) Any Lot Owner who is delinquent for more than sixty (60) days in the payment of any assessment owing for his Lot as determined by the books of the Association as of the date of a meeting, shall not be entitled to vote at such meeting.

(h) The presence of individual Lot Owners entitled to cast a majority of the votes of the Association is required at members' meetings to adopt decisions, except where approval by a greater number of members is required by the Declaration, Charter, or these By-Laws.

(i) The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be:

(1) election of a chairman of the meeting, if the President is unavailable to preside;
(2) calling of the roll and certifying the proxies;
(3) proof of notice of meeting or waiver of notice;
(4) reading and disposal of any unapproved minutes;
(5) reports of officers;
(6) reports of committees;
(7) election of the Board member;
(8) unfinished business;
(9) new business, and
(10) adjournment.

4. Directors.

(a) The affairs of the Association shall be managed by a Board of Directors. The Board of Directors shall consist of five (5) persons, all of whom shall be persons appointed by the Declarant until such time as all fifty-one (51) Lots in Phase One have been sold or conveyed to third parties and all Lots planned for Phase Two and Three have been sold. After the sale or conveyance, of all Lots in all Phases of the Planned Unit Development, the Board of Directors shall be comprised of persons, all of whom shall be Lot Owners current in their assessment fees. In the event any Lot is owned by a partnership, corporation, or fiduciary, such person shall be a partner, officer of the corporation, or the Fiduciary or officer of the Fiduciary, as the case may be. The Board of Directors shall serve without compensation. Thereafter, the compensation, if any, of the Directors shall be as fixed by the vote of a majority of the Lot Owners.

(b) Five persons shall be elected to serve as the Board of Directors after the Declarant surrenders control of the Board of Directors, and the term of office of those elected shall be as follows: the term of office of the two persons shall be fixed at three (3) years; the term of office of the one person shall be fixed at two (2) years; and the term of office of one person shall be fixed at one (1) year. The election shall be by a plurality of the votes cast, each member voting must cast his vote (or votes) for as many nominees as there are vacancies to be filled, but there shall be no cumulative voting.

(c) Vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors until the next annual meeting at which time a Director shall be elected to fill the remaining term of any such vacancy, except as provided in paragraph a hereinabove.

(d) Any Director may be removed by concurrence of sixty percent (66 2/3%) of the votes of the Board at a Board meeting called for that purpose, except that in the event the Declarant, or its designees serves as Directors, neither Declarant nor such designees may be removed or voted from the Board until such time as the Declarant has sold all fifty-one (51) Lots in the Planned Unit Development and all Lots planned for Phase Two are sold.

(e) In the event of vacancies during the existence of the term of the Board of Directors, the remaining Directors shall fill the vacancies.

5. Directors' meetings.

(a) The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of its election at such place and time as shall be Fixed by the Directors at the meeting of which they were elected, and no further notice of the organizational meeting shall be necessary providing a quorum shall be present.

(b) Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone, or telegraph, at least three (3) days prior to the day named for such meeting.

(c) Special meetings of the Directors may be called by the President. Notice of the meeting shall be given at least three (3) days prior to the day named. Notice shall state the time, place, and purpose of the meeting.

(d) Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

(e) A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of Directors is required by the Declaration, Charter, or these By-Laws. If, at any meeting of the Board of Directors, less than a quorum is present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting-any business which might have been transacted at the meeting originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

(f) The presiding officer of Directors' meetings shall be the President. In the absence of the President, the Directors present shall designate one of their number to preside.

(g) The order of business at a Directors' meeting shall be:

(1) calling of roll;
(2) proof of due notice of meeting;
(3) reading and disposal of any unapproved minutes;
(4) reports of officers and committees;
(5) election of officers (if necessary)
(6) unfinished business;
(7) new business; and
(8) adjournment.

(h) The Directors may adopt any resolution by an instrument in writing, signed by all of the then qualified and acting Directors, provided there then be at least three (3) in number, and any such resolution, when so executed, shall have the force and validity of a resolution adopted at any regular or special meeting. For the purposes of these By-laws, a quorum for conducting business shall be three (3) Directors.

(i) All minutes and records of actions of the Directors, and all records pertaining to operations of the Association, shall be kept at the management office or at such place as may be designated by the Board of

Directors, and shall be available to members for inspection at all times during normal business hours.

6. Powers and Duties of the Board of Directors.

(a) All of the powers and duties of the Association existing under the Planned Unit Development, the Declaration, the Charter, and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by Lot Owners when such is specifically required. Compensation of employees of the Association shall be fixed by the Directors. A Director may be an employee of the Association, and a contract for management of the Planned Unit Development may be entered into with a Director. The Board of Directors is specifically charged with the responsibility of providing for the care and upkeep of all Common Elements and Limited Common Elements of the Planned Unit Development pursuant to the provisions of the Declaration. Specifically included in the foregoing general powers of the Board of Directors are the following powers and duties, which are listed by way of enumeration and not by limitation:

(1) To elect and remove the officers of the Association;

(2) To administer the affairs of the Association and the Planned Unit Development property;

(3) To designate and/or remove, subject to the terms and conditions of paragraph 13 of the Declaration relating to the professional management of the Planned Unit Development, the services of an agent, hereinafter sometimes called the "Managing Agent", to maintain, repair, replace, administer and operate the Planned Unit Development or any part thereof for all the Lot Owners upon such terms and for such compensation and authority as the Board of Directors may approve;

(4) To formulate policies for the administration, management and operation of the Planned Unit Development and the Common Elements;

(5) To adopt rules and regulations, with written notice thereof to all Lot Owners, governing the administration, management, operation and use of the Planned Unit Development property and the Common Elements, and to amend such rules and regulations from time to time;

(6) To provide for the maintenance, repair, and replacement of the Common Elements and Limited Common Elements as required by the Declaration, to make payments therefore and to approve payment vouchers or to delegate such approval to the officers or Managing Agent;

(7) To provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Planned Unit Development, property and the Common Elements, and to delegate any such powers to the Managing Agent or any employees of the Managing Agent);

(8) To appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board of Directors;

(9) To determine the Fiscal year of the Association and to change said fiscal year from time to time as the Board of Directors deems advisable;

(10) To fix the estimated annual budgets, and to provide the manner of assessing and collecting From Lot Owners the respective shares of such estimated expenses, as hereinafter provided;

(11) To enter into any lease agreement for lease for lease of premises suitable for use as guest or custodian apartments, upon such terms as the Board of Directors may approve;

(12) To borrow money for the purpose of repair or restoration of Common Elements without the approval of the members of the Association

(13) To secure insurance policies as required by the Declaration and in this regard, annually to review the amounts of coverage afforded by such policy or policies;

(14) To maintain or defend any action in any court or other proceeding on behalf of the Lot Owners which arises in connection with the Common Elements, including but not limited to condemnation or eminent domain actions, and to file liens and to take other actions necessary to protect the interests of the Association and enforce the provisions of the Master Deed and Bylaws and all Restrictions in Paragraph 11 of the Master Deed.

(15) Unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of Lot Owners as expressed in resolutions duly adopted at any annual or special meeting of Lot Owners;

(16) To exercise all other powers and duties of Lot Owners as a group referred to in the Planned Unit Development Act, in the Declaration or these By-Laws.

(17) To grant permits, licenses and easements over the Common Elements for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Planned Unit Development.

(b) Specifically, whenever in these By-Laws or in the Declaration the Association is given the power to take any action, it is the intention of such instruments that the Board of Directors shall act for the Association in all cases, except to the extent that it is expressly provided that action may be taken upon vote of the Lot Owners.

(c) Nothing in these By-Laws shall be considered to grant to the Board of Directors, the Association, or to the officers of the Association, any powers or duties which, by law, have been delegated to the Lot Owners.

7. Officers.

(a) The executive officers of the Association shall be a President, who shall be a Director, a Vice President, who shall be a Director , a Secretary-Treasurer who shall also be a board member, all of whom shall be elected annually by the Board of Directors and who may be removed by vote of the Directors at any meeting. Any person may hold two (2) or more offices except that the President shall not also be the Secretary. The Board of Directors may from time to time elect other officers to exercise such powers and duties as the Board shall find to be required to manage the affairs of the Association. Compensation, if any, of officers shall be fixed by the Board of Directors.

(b) The President shall be the Chief Executive Officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the members from time to time, as he may, in his discretion, determined appropriate, to assist in the conduct of affairs of the Association.

(c) The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

(d) The Secretary-Treasurer shall keep the minutes of all proceedings of the Directors and the members. He/She shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He/She shall keep the records of the Association and shall perform all other duties incident to the office of secretary of an association and as may be required by the Directors or the President.

(e) In the event the Declarant or its designee serves as any Officer of the Association, neither the Declarant nor its designee may be removed from office until Declarant has sold all fifty-one (51) Lots in the Planned Lot

Development and all Lots planned for Phase Two have been sold.

(f) The initial President of the Association as designated by the Declarant is David B. Taylor on behalf of the Declarant.

8. Indemnification.

(a) To the extent not covered by insurance, the Association shall indemnify and hold harmless each of its directors and officers, each member of any committee appointed pursuant to the By-Laws of the Association, the Board of Directors and the Declarant, against all contractual and other liabilities to others arising out of contracts made by or other acts of such directors, Board, officers, committee members or Declarant, on behalf of the Lot Owners, or arising out of their status as directors, Board, officers, committee members or Declarant, unless any such contract or act shall have been made fraudulently or with gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement: reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative other, in which any such director, officer, Board, committee member or Declarant may be involved by virtue of such persons being or having been such director, officer, Board, committee member, or Declarant provided, however, that such indemnity shall not be operative with respect to:

(1) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such director, officer, Board, committee member, or Declarant, or

(2) any matter settled or compromised, unless the Board determines there is not reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such director, officer, Board, committee member, or Declarant.

(b) To the extent that the Declarant or a member of the Board of Directors or an officer of the Association or a member of any committee appointed pursuant to the By-Laws of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subparagraph (a) or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith

(c) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board

of Directors in the specific case upon receipt of an undertaking by or on behalf of the person or entity seeking such indemnification or payment in advance to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Paragraph 8.

(d) The Association and the Board shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge its obligations under this Paragraph, provided, however, that the liability of any Lot Owner arising out of any contract made by or other acts of the directors, Board, officers, members of such committees, or Declarant, or out of the aforesaid indemnity in Favor of the directors, Board, officers, members of such committees, or Declarant shall be limited to such proportion of the total liability hereunder as said Lot owner's percentage of interest in the Common Elements, bears to the total percentage interest of all the Lot Owners in the Common Elements. Every agreement made by the directors, Board, officers, members of such committee Declarant or by the Managing Agent on behalf of the Lot owners shall provide that the directors, Board, officers, members of such committees, Declarant or the Managing Agent, as the case may be, are acting only as agents for the Lot owner and shall have no personal liability thereunder (except as Lot Owners), and that each Lot Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Lot Owners in the Common Elements. The indemnification provided by this Paragraph 8 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board of Directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. Such right to indemnification shall continue as to a person or entity who has ceased to be Declarant or a member of the Board of Directors, officer of the Association or a member of such committee, and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such person or entity.

9. Assessments.

(a) An annual assessment shall be made every twelfth (12th) month or as otherwise determined by the Board, and shall be payable in twelve (12) equal payments due on the first day of each month of the year for which the assessment is made. The Board shall provide the Lot Owners with a copy of the proposed Association budget at least twenty (20) days prior to the adoption of such budget. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the same amount as the immediately preceding annual assessment.

(b) If a Lot Owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice thereof to the Lot Owner, and thereupon the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to the Lot Owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

(c) In the event that during the course of any year it shall appear to the Board of Directors that the annual assessment, payable monthly, determined as aforesaid, is insufficient or inadequate to cover the estimated Common Expenses for the remainder of such year, then the Board of Directors shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be Furnished to each Lot Owner, and thereupon a supplemental assessment shall be made to each Lot Owner for his proportionate share of such supplemental budget, and such supplemental assessment shall be paid in a time and manner directed by the Board of Directors.

(d) The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by the Directors. The Directors may contract with a Managing Agent to provide that the Managing Agent shall collect assessments From Lot Owners and other moneys of the Association and disburse Association Funds pursuant to the terms of such contract: provided, however, all employees of the Managing Agent handling or responsible for Association funds must be covered by fidelity bonds as set forth below in subparagraph (9). The signatures of two officers of the Association or in the event a Managing Agent is employed, the Signatures of at least one Board member and one management employee specified in the contract, shall be required to sign any check in excess of $10,000.00. All reserve funds of the Association shall be kept in a separate bank account and all

checks written on such account shall be signed by at least two officers of the Board or the Managing Agent. If there is no Managing Agent, the signatures of two officers shall be sufficient.

(e) An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the report shall be furnished to each member not later than one hundred twenty (120) days following the year for which the report is made. Notwithstanding the foregoing provisions, such audit shall only be required after the Declarant has sold all 51 Lots and all Lots planned for Phase Two and Phase Three.

(f) Fidelity bonds shall be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least one-fourth (1/4) of the amount of the total annual assessments against members for Common Expenses plus the amount of the reserve account. The premiums on such bonds shall be paid by the Association. The Managing Agent shall be required to provide satisfactory evidence that all employees handling Association funds are protected by a bond naming the Association as the insured.

(g) The Board of Directors shall cause to be kept detailed and accurate records in chronological order of its receipts and expenditures affecting the Common Elements, specifying and itemizing the Common Expenses incurred. Payment vouchers may be approved in such manner as the Board of Directors may determine.

(h) The Board shall, upon receipt of ten (10) days written notice to the Association and upon payment of a reasonable fee, furnish any Lot Owner a statement of his accounts setting forth the amount of any unpaid assessment or other charges due and owing from such Lot Owner.

(i) No assessments whatsoever shall be paid by the Declarant.

10. Rules and Regulations.

The Directors are expressly empowered to adopt and promulgate, from time to time, reasonable rules and regulations governing the use of the Lots and the common areas, including the imposition of penalties for violation thereof. All such rules and regulations shall be binding rules and regulations of the Association unless rejected by a resolution adopted at a meeting of the members or by a writing signed by members representing at least sixty percent (60%) of the votes of the Association. The Directors shall give written notice to all members of the adoption of any new rules and regulations or of the amendment of any existing rule or regulation.

11. Amendments.

These By-Laws may be amended in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in

the notice of any meeting at which a proposed amendment is considered.

(b) A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meetings to consider the amendment may express their approval in writing, providing such approval is delivered to a Board member or management agent prior to the meeting. Such approvals must be by sixty-seven percent (67%) of the votes of the eligible voting membership of the Association.

(c) No amendment shall discriminate against any Lot Owner or against any Lot or class or group of Lots unless the Lot Owners so affected shall consent. No amendment shall change any Lot, nor the share in the Common Elements appurtenant to it, nor increase the Lot Owner's share of the Common Expenses, nor the method of assessment for Common Expenses, nor change the voting rights of members. unless the record owner of the Lot concerned and all record owners of liens thereon shall join in the execution of the amendment giving their written approval.

(d) A copy of each amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be effective upon recording in the Register's Office for Davidson County, Tennessee.

(e) The Bylaws may not be amended by anyone person or body except for the Declarant until the Declarant has sold or otherwise conveyed all fifty-one (51) Lots and all Lots planned for Phase Two to third party purchasers.

12. Parliamentary Rules.

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meeting when not in conflict with the Declaration, the Charter or these By-Laws.

13. Definition of Terms.

The terms used in these By-Laws, to the extent they are defined therein, shall have the same definition as set forth in the Declaration. The term "member as used in these By-Laws, means "Lot Owner, as defined in the Declaration.

14. The Declarant may waive in writing any power, duty, or position it may have pursuant to these By-Laws.

15. Compliance with Statute.

These By-Laws are set forth to comply with the requirements of the Planned Unit Development Act of Tennessee, Chapter 27 of Title 66, Tennessee Code Annotated, as it may be amended from time to time. In case any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

The foregoing By-Laws are hereby adopted as the By-Laws of the Spence Enclave Townhome Owners Association, Inc. by the undersigned as of November 14, 2006.

PRESIDENT

SECRETARY-TREASURER

STATE OF TENNESSEE}
COUNTY OF DAVIDSON}

Before me, the undersigned of the state and county mentioned, personally appeared David Taylor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of the Spence Enclave Townhomes Owner's Association, Inc. the within named bargainor, a corporation, and that he as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal, at office in Nashville, TN this 14th day of November 2006.

Notary Public

My Commission Expires: 3-31-07

STATE OF TENNESSEE}
COUNTY OF DAVIDSON}

Before me, the undersigned of the state and county mentioned, personally appeared Robert J. Notestine III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Secretary-Treasurer of the Spence Enclave Townhomes Owner's Association, Inc. the within named bargainor, a corporation, and that he as such Secretary-Treasurer, executed the foregoing

instrument for the purpose therein contained, by signing the name of the corporation by himself as Secretary-Treasurer.

Witness my hand and seal, at office in Nashville TN this 14th day of November, 2006.

Notary Public

My Commission Expires: 3-31-07

FILED
RECEIVED
STATE OF TENNESSEE
2006 NOV 15 AM 8:35
RILEY C. DARNELL
SECRETARY OF STATE

CHARTER
OF
SPENCE ENCLAVE TOWNHOME OWNERS ASSOCIATION, INC.

The undersigned natural person, having capacity to contract, and acting as the incorporator of a corporation under the Tennessee Non-Profit Corporation Act, adopts the following Charter for such Corporation:

5807-2361

1. The name of the Corporation is Spence Enclave Townhomes Owner's Association, Inc. hereinafter referred to as the "Association."

2. The duration of the Association is perpetual.

3. **The address of the registered office of the Association in the State of Tennessee in Davidson County shall be 4515 Harding Pike, S-315, Nashville, TN 37205. The registered agent at that address is Robert J. Notestine III.** The mailing address of the principal office of the Corporation shall be P.O. Box 271, Antioch, TN 37011 with a physical address of 4515 Harding Pike, S-315, Nashville, TN 37205 which is in Davidson County or at such other address as the Association may designate from time to time.

4. The Association is not for profit and shall be a **mutual benefit corporation. This is not a religious corporation but is a townhome owner's association.**

5. The purpose for which the Association is organized is to provide an entity,, pursuant to Title 66, Chapter 27, Section 101 et seq. as amended, of Tennessee Code Annotated, which may hereinafter be referred to as the "Horizontal Property Act", for the operation of Spence Enclave Townhomes, hereinafter referred to as the "Planned Unit Development", located upon the tract of land located on Lebanon Road, Nashville, Tennessee.

6. This Association is to have members.

7. The Association shall make no distributions of income to its members, directors, or officers; provided, however, this provision shall not preclude the payment of reasonable sums for services rendered or supplies furnished to the Association by the aforesaid persons.

8. The Association shall have all of the common law and statutory powers of a corporation not for profit, which are not in conflict with the terms of this Charter.

(a) **The registered agent for service of process for the Corporation shall be Robert J. Notestine III, Attorney at Law, 4515 Harding Pike, Suite 315, Nashville, Davidson County, Tennessee, 37205.**

(b) **Distribution of Corporate assets upon dissolution of the Corporation shall occur as follows:**

Upon the dissolution of the Corporation, assets shall be distributed for one or more exempt

purposes within the meaning of section 501 (c) (3) of the Internal Revenue Code, or corresponding or similar section of any future tax code, or shall be distributed to the federal government, or to any state or local government, for a public purpose.

Any such assets not disposed of shall be disposed of by the Circuit Court of Davidson County, Tennessee, Exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

9. The Association shall have all of the powers and duties of a Planned Unit Development homeowners association as set forth in the Horizontal Property Regime Act, and all of the powers and duties reasonably necessary to operate the Planned Lot Development as set-forth in The Declaration establishing the Planned Unit Development to be recorded in the Register's Office for Davidson County, Tennessee, hereinafter referred to as the "Declaration," and as it may be amended from time to time, including, but not limited to, the following:

(a) To make and collect assessments against members to defray the costs, expenses, and losses of the Planned Unit Development.

(b) To use the proceeds of assessments in the exercise of its powers and duties, in accord with the Declaration and the By-Laws of this Association, hereinafter referred to as "By-Laws"

(c) To maintain, repair, replace, and operate the Planned Unit Development property;

(d) To purchase insurance upon the Planned Unit Development property and insurance for the protection of the Association and its members:

(e) To reconstruct improvements after casualty and to further improve the property:

(f) To make and amend reasonable regulations respecting the use of the property in the Planned Unit Development;

(g) To enforce, by legal means, the provisions of the Planned Unit Development Act, Declaration, this Charter, the By-Laws and the regulations for the use of the Planned Unit Development property;

(h) To contract for the professional management of the Planned Unit Development; and

(i) To employ personnel to perform the services required for proper operation of the Planned Unit Development.

10. All funds, and the titles of all properties acquired by the Association, and the proceeds thereof, shall be held in trust for the members, or used to pay Common Expenses in accordance with the provisions of the Declaration, this Charter, and the By-Laws.

11. The powers of the Association shall be subject to, and shall be exercised in accordance with, the provisions of the Declaration and the By-Laws.

12. The Members of the Association shall consist of all of the Lot Owners in the Planned Unit Development, in accordance with the By-Laws.

13. Change of membership in the Association shall be consummated by the transfer of title to a Lot.

14. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to a Member's Lot.

15. The aggregate number of votes for all members of the Association shall be thirty six (36), and one (1) vote shall be allocated to each Lot. The procedures to be followed by multiple or corporate owners of a Lot and the manner of exercising voting rights shall be determined by the By-Laws. Members shall receive voting rights as they acquire title to a lot.

16. The affairs of the Association shall be managed by a board consisting of the number of directors as shall be determined by the By-Laws, but not less than three directors, and, in the absence such determination shall consist of three directors

17. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed, and vacancies on the Board of Directors shall be filled, in the manner provided by the By-Laws.

18. The affairs of the Association shall be administered by officers elected by the Board of Directors in accordance with the By-Laws. The officers shall serve at the pleasure of the Board Directors.

19. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by, or imposed upon him, in connection with any proceeding to which he may be a party or in which he may become involved, by reason of his being, or having been, a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time expenses are incurred, except in such cases wherein the director officer is adjudged guilty of willful misfeasance or malfeasance the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification be in addition to, and not exclusive of, all other rights to which such director or officer may be entitled.

20. The By-Laws have been adopted by the "Declarant" of the Planned Unit Development.

21. Amendments to the Charter shall be proposed and adopted in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

5007.2383

(b) A resolution approving a proposed amendment may be proposed by either the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approve writing, providing such approval is delivered to the Secretary at or prior to the meeting.

(c) Approval of an amendment must be by, and not less than 67% of the entire membership of the Board of Directors, and be not less than 67% of the votes of the eligible membership of the Association, or, (ii) not less than 80% of the votes of the entire membership of the Association (if not proposed by the directors).

(d) No amendment shall make any changes in the qualifications for membership, nor the voting rights of members, without approval in writing by all members.

(e) A copy of each amendment shall be filled with the Secretary of State of Tennessee and shall be recorded in the Office of the Register of Davidson County, Tennessee.

5987,234

WITNESS MY HAND effective this 14TH day of NOVEMBER 2006.

INCORPORATOR

DAVID TAYLOR

NAME

EXHIBIT D
MAINTENANCE RESPONSIBILITY - SUMMARY

	UNIT OWNER	ASSOCIATION
Air conditioner \ furnace \ water heater	X	
Kitchen appliances	X	
Water leaks (roof, windows)		X
Structural integrity of building		X
Common Ground		X
Front and Rear Steps	X	
Exterior doors (repairs \ replacements)	X	
Interior maintenance	X	
Electrical connections and wiring	X	
Mailboxes		X
Plumbing (outside wall to meter)	X	
Plumbing (interior lines)	X	
Painting (exterior - all surfaces)		X
Patio\Balcony	X	
Roof \ gutter (repair \ replace)		X
Sidewalks		X
Siding \ exterior trim (repair \ replacement)		X
Trees (common area)		X
Lawn mowing \ tree and scrub trimming		X
Garbage pick-up		
Exterior lighting		X
Windows \ sliding doors \ screens\doors	X	
All other items not shown hereinabove		X

THIS INSTRUMENT WAS PREPARED BY:
Robert J. Notestine III
Attorney at law
4515 Harding Pike, Suite 315
Nashville, TN 37205

ATTORNEY'S CERTIFICATE

This document is intended to serve as the attorney's opinion which is required under the terms of Tennessee Code Annotated, section 66-27-103. The undersigned, Robert J. Notestine III, as attorney licensed to practice law in the State of Tennessee, hereby declares that upon the proper recording of this certificate and the following additional documents, all legal requirements for the creation of a Horizontal Property Regime Development under the terms of the Tennessee Horizontal Property Act, Tennessee Code Annotated, Section 66-27-101 et. seq. will have been met.

(a) The Master Deed establishing the Spence Enclave Townhomes, a Horizontal Property regime and Condominium.

(b) By-laws of the Spence Enclave Townhome Owners Association, Inc., a nonprofit corporation.

(c) The plat for the Spence Enclave Townhomes, a Horizontal Property Regime, attached as Exhibit A-2 to the Master Deed.

(d) The Charter of the Spence Enclave Townhome Owners Association, Inc, a nonprofit corporation.

Witness my hand this the 14th day of November, 2006

ROBERT J. NOTESTINE III
Attorney at Law

STATE OF TENNESSEE}
COUNTY OF DAVIDSON}

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Robert J. Notestine, with whom I am personally acquainted (or provided to me on the basis of satisfactory evidence), and who acknowledged that they executed the foregoing instrument for the purpose therein contained.

Witness my hand and seal, at office in Davidson County, Tennessee this 14th day of November, 2006.

Notary Public

My Commission Expires: 3-31-07